

AGREEMENT
BETWEEN
TYNGSBOROUGH SCHOOL COMMITTEE
AND
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES
AFL-CIO
STATE COUNCIL 93

JULY 1, 2007 – JUNE 30, 2010

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AGREEMENT AMENDMENT

CONTRACT: TYNGSBOROUGH SCHOOL COMMITTEE & TYNGSBOROUGH
SCHOOL CUSTODIANS

PREAMBLE

This Contract is entered into this day of 20__ , between the SCHOOL COMMITTEE OF THE TOWN OF TYNGSBOROUGH, (herein sometimes referred to as the "Committee" or "Employer") and the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 93, LOCAL 1703, TYNGSBOROUGH SCHOOL CUSTODIANS (herein sometimes referred to as the "Union"), and has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1

SCOPE

Section 1

The Committee recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for employees of the Tyngsborough Public Schools as certified by the Massachusetts Labor Relations Commission in Case No. MCR-4416, and excluding all other employees. Nothing contained in this Agreement shall be interpreted to exclude the use of temporary custodial assistants where such usage is "assistance" and "augment" not "replacement", i.e. temporary, seasonal/summer help, etc.

Section 2

This Contract is a complete agreement between the parties covering all subject of bargaining for the term hereof.

Section 3

All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall be under no obligation to discuss with the Union any modifications or additions to this Contract which are to be effective during the term thereof. No change or modification of this Contract shall be binding on either the Committee or the Union unless reduced to writing and executed by the respective duly authorized representative. (Section 3 shall be subject to collective bargaining under the provisions of Chapter 153E of the General Laws of Massachusetts).

ARTICLE II

RIGHTS OF THE COMMITTEE

It is acknowledged that the Committee has the final responsibility of providing for the operation of the Tyngsborough School Buildings under methods which will further to the fullest extend possible the safety, welfare and health of the school children of the Town of Tyngsborough under conditions which will insure economy of operation, quality and quantity of performance, cleanliness of the buildings and protection of the property. To this end the parties acknowledge that the committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law, except as expressly modified by a specific provision of this contract. The School committee reserves the right to discipline, suspend and/or terminate for cause as defined in Appendix B.

As to every matter not expressly covered by this Contract, and except as expressly or directly modified by clear language in a specific provision of this Contract, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law.

ARTICLE III

AGENCY SERVICE FEE

Section 1. Subject to applicable law as set forth in Chapter 1880, Section 17A of the General Laws of the Commonwealth of Massachusetts, the Employer shall deduct from earned wages periodic Union Membership dues required as a condition of acquiring or retaining membership in the Union of those employees who individually authorize such deduction in writing on the form attached hereto, made a part thereof and marked "Appendix C." The employer will remit all sums deducted under such checkoff authorization to the Treasurer of the Local Union together with a list of the Employees from whom such dues have been deducted. Such remittance shall be made on or around the tenth (10th) day of the succeeding month.

Section 2. The Union shall indemnify and save the Employer harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this Article, or in reliance on any assignment furnished to the Employer.

ARTICLE IV

CONTINUITY OF EMPLOYMENT

Section 1. The Union and its members, individually and collectively, agree for the term hereof, that they shall not cause, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence or refusal to perform assigned duties, or other illegal activities directed against the Town of Tyngsborough during the term of this Contract.

Section 2. Employees who participate in such activities may be disciplined or discharged as the Committee in its judgment deems proper. Said discipline shall be final and binding on the parties affected thereby and not subject to the grievance and arbitration procedure, provided, however, that a question of fact as to whether an individual has engaged in such activities may be made the subject of the grievance and arbitration procedure.

Section 3. In connection with any negotiations for a successor agreement held pursuant to Article XXI, said negotiations shall be conducted without the threat of sanctions or strikes by either party and any outstanding differences shall be referable only to mediation, fact finding, or other statutory impasse procedure provided for in the General Laws of the Commonwealth.

Section 4. The Employer will not interfere with or discriminate in any respect to any term or condition of the employment against any employee covered by this Agreement because of membership in or legitimate activity as required in this Agreement on behalf of members of this bargaining unit, nor will the Employer discourage membership in the Union or encourage membership in any other union.

Local 1703, State Council 93, American Federation of State, County, and Municipal Employees, AFL-CIO recognizes its respective responsibility as exclusive bargaining unit without discrimination, interference, restraint or coercion.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

The Employer and the Union agree that they will not discriminate against any employee for exercising his/her rights under the provisions of Chapter 150E, Section 10 of the General Laws of Massachusetts.

ARTICLE V

GRIEVANCES

Section 1. For the purpose of this Contract, a grievance shall be defined as:

Any complaint by the Union and an employee covered by this Agreement that:

1. He/she has been subjected to a violation, inequitable application or misinterpretation of a specific provision of this Contract.

Section 2. The purpose of this procedure is to secure with the Supervisor of Building and Grounds equitable solutions to the problems affecting the welfare or working

conditions of the employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

Section 3. Nothing contained herein shall be construed as limiting the rights of any employee having a complaint to discuss the matter informally with any appropriate member of the administration, provided, however, that the adjustment of a complaint under Article IV, Section 3, shall not be a violation of any other article of this Contract. If the employee so chooses, a representative of the Union may be present at the adjustment of the complaint.

Section 4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum. The time limits specified may be extended only by a prior express agreement of the respective parties or their representatives.

Section 5. If, at the end of five (5) working days following the incident giving rise to the grievance, the grievance shall not have been properly presented at Step One, the grievance shall be deemed to have been waived, and shall not be eligible for further processing. If the action required to present a grievance at any step is not taken within the time specified therein, the grievance shall be deemed to have been settled on the basis of the decision last made.

Section 6. Subject to the foregoing, all grievance must in all cases be processed in accordance with the steps, time limits, and conditions herein set forth.

Step One: The employee, with a steward or representative, shall take up the grievance or dispute in writing with the employee's supervisor within five (5) working days of the date of the incident giving rise to the grievance. The Supervisor shall meet and shall attempt to adjust the matter and shall respond to the steward, in writing, within five (5) working days.

Step Two: If the grievance has not been settled under Step One, it shall be presented in writing by the employee or his/her steward to the Superintendent within five (5) working days after the supervisor's response is due. The Superintendent shall meet with the employee and/or steward within five (5) working days of receipt of the grievance and shall respond in writing within five (5) working days after the meeting.

Step Three: If the grievance still has not been settled, it shall be submitted to the Committee in writing within five (5) working days after the response of the Superintendent is due.

Step Four: If the grievance still has not been settled within fifteen (15) days after written submission to the Committee, or within ten (10) days after the next regular Committee meeting, whichever is later, the Union may, by giving written notice to the Committee, submit the grievance to arbitration.

ARTICLE VI

ARBITRATION

Section 1. In the event either the Committee or the Union elects to submit a grievance to arbitration, the arbitrator shall be selected according to and governed by the following procedure. The arbitrator is to be mutually selected by the Committee and the Union. If the Committee and the Union cannot agree within seven (7) working days after written notice of the intention to arbitrate, then the party demanding arbitration shall, within twenty-five (25) working days thereafter, request the American Arbitration Association or the Massachusetts Board of Conciliation & Arbitration to provide a panel of arbitrators. The said party shall inform the other party of this action within twenty-four (24) hours of request. Said arbitrator is then to be selected under the provisions of the Voluntary Rules.

Section 2. The fees of the American Arbitration Association or the Massachusetts Board of Conciliation & Arbitration and the expenses of any required hearings shall be shared equally by the Committee and the Union, but each party shall bear the expenses of its representatives, participants, witnesses, and for the preparation and representation of its own case. The obligation of the Committee to pay shall be limited to the obligation which the Committee may legally undertake, and in no event shall any present, or future, member of the Committee have any personal obligation for payment under the provisions of this Contract.

Section 3. The arbitrator shall be bound by the procedures set forth in the Voluntary Labor Arbitration rules as now in effect or hereafter modified by the American Arbitration Association or the Massachusetts Board of Conciliation & Arbitration. The arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions. He/She shall arrive at this decision solely upon the facts, evidence and contentions presented by the parties through the arbitration proceeding. The arbitrator shall be without power or authority to add to, subtract from, or modify any of the terms of this agreement, and, in reaching his/her decision, shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. The arbitrator shall be without power or authority to make any award which would require the committee to do an act prohibited by law. Subject to the foregoing, the decision of the arbitrator shall be submitted to the Committee and the Union and shall be final and binding upon the Committee and the Union, and the employee, or group of employees, who initiated the grievance.

Section 4. Notwithstanding anything to the contrary no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

Section 5. If both parties agree and it is reduced to writing, all provisions of Article V and Article VI may be waived.

ARTICLE VII

UNION REPRESENTATIVES

Section 1. The name of the Union Steward and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes. The above shall be granted reasonable time off without pay to investigator and settle grievances within the Tyngsborough Chapter. One employee designated by the Union may be granted up to 3 days time off with pay to attend meetings of state and national bodies. Cost will be borne by the Union.

Section 2. The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or #93, to enter the premises at reasonable times for individual discussion of working conditions with employees provided that they do not interfere with the performance of duties assigned to the employees, and provided that notification is made to the Superintendent of the intended presence of said representative. Said representative must sign into the building office at any time.

ARTICLE VIII

HEALTH AND WELFARE

Section 1. All employees will be covered by Worker's Compensation at all times while working for the School Department.

Section 2. When an employee is receiving Worker's Compensation payments for a work-related injury and such payments are less than the employee's normal take home pay, the employer agrees to make up the difference, with such payments being made by deducting from the employee's unused sick leave. Increments of additional pay to make up the difference between Worker's Compensation and regular pay shall be computed into dollars equivalent to increments of four (4) hours (or ½ day) sick leave units for deduction from the employee's unused sick leave account.

During this period, the employee's unused vacation benefits may be credited to the next succeeding vacation accrual period should the employee not be able to use up this vacation in the year in which it is due because the employee is receiving Worker's Compensation.

Section 3. If the Town, by a change in the Town By-Laws, provides additional insurance programs for Town employees, or agrees to pay a larger percentage of the premiums, then such improvements will be granted to employees covered by the Agreement at the same time.

Section 4. All permanent employees working a minimum of twenty (20) hours per week, for a minimum of the scheduled school year, will be entitled to participate in any and all insurance plans (health, life, etc.) provided by the Town and at the same rate of contribution provided for by Unit A of the contract between the Tyngsborough School Committee and the Tyngsborough Teachers' Association.

Section 5. Provision benefits under Article VIII & 1 and 2 are subject to confirmation of a School Committee appointed doctor.

Section 6. The Union will bring to the attention of the Supervisor any practices or conditions it deems unsafe. Every effort will be made to assure that any unsafe condition or practice is corrected.

ARTICLE IX

SENIORITY

Section 1. For the purposes of this Article, seniority shall be considered as the length of an employee's continuous full-time/equivalent service in the Tyngsborough Public Schools. Continuous service means the most recent period of unbroken service in the school system. A leave of absence approved by the School Committee, military service, or layoff because of lack of work shall not be considered a break in continuous service for the purpose of establishing a seniority rating. The first 90 days of employment shall be considered a probationary period during which the employee serves at the sole discretion of the Committee; the employee must work a minimum of thirty (30) days during the probationary period with school in session. The employee shall be evaluated by the Supervisor of Buildings & Grounds prior to the end of the probationary period. Each employee will also be evaluated twice a year by the Supervisor of Buildings & Grounds. Evaluation ratings shall not be subject to the grievance and arbitration procedures but may be appealed to the School Committee. If both parties agree, the matter may be referred to mediation.

Employees hired prior to January 1, 1997 will have seniority determined by actual date of hire.

Section 2. An employee shall lose his/her seniority for the following reasons:

- (1) He/she voluntarily quits School Department employment.
- (2) He/she is discharged.
- (3) He/she is absent for three (3) consecutive working days without notifying the Employer. Exceptions may be made for documented emergencies and other identified situations with the consent of the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has been discharged. If the disposition made of a complaint or a grievance arising from discharge of employment is not settled satisfactorily to the employee, the matter may be referred to arbitration as provided in the grievance procedure.

- (4) If he/she does not return to work when called from layoff as set forth in the recall procedure, exceptions shall be made only with the consent of the Employer.
- (5) Failure to return from sick leave and leave of absence will be treated the same as (3) above.
- (6) He/she retires.

Section 3.

- A. When a position covered by this Contract becomes vacant, or a new position is created, such position shall be posted on the Custodial Bulletin Board in each school for a period of five (5) working days. Such notice shall contain the school, pay, shift, hours and duties and qualifications of the position. Employees wishing to be considered for such positions shall so notify the Superintendent or his designee in writing within the five (5) day posting period.

The selection of an employee to fill the position shall be based on qualifications and ability as determined by the Superintendent. Such a decision shall not be made in an arbitrary or capricious manner. The grievance or arbitration of such a decision will be limited to the question of whether it was made in an arbitrary or capricious manner. The sole remedy available is referral back to the Superintendent.

The successful applicant shall be given a thirty (30) day trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period, it is determined by the Superintendent or his designee that the employee is not qualified to perform the work, the employee shall be returned to his/her old position and rate. When an employee has filed a vacancy in accordance with Section 3, and for circumstances beyond their control, cannot continue in the new position, the employee will request in writing to return to his/her previous assignment. Request will be received by the Superintendent of Schools no later than the 30th day of the trial period, and will not be unreasonable denied. When such requests are granted by the Superintendent of Schools, the return will take place only as soon as practicable as to assure continuity of operations.

- B. Seniority list will be updated yearly (by Superintendent's Office), verified by Union Steward within 10 days and made available to the Union Steward on or around October 1st of each year.

Section 4A. In the event it becomes necessary to lay off employees, the following provisions shall prevail. Job performance as determined by the evaluation system shall control; in the event of equal evaluations, as determined by the Superintendent, the principle of seniority shall control. As used for the purpose of determining layoffs, the evaluation system will not be used to circumvent seniority in an arbitrary and capricious manner, but to identify the quality of job performance for employment decisions. laid off

employees shall have recall rights for twenty-four (24) months from the time of layoff. In the event of employee recall the following procedure will be enlisted:

1. Employer will notify that individual by receipt requested certified United States Mail to the last known address.
2. Upon receipt of such documentation the employee will respond by certified mail addressed to the Superintendent of Schools, of his/her intention regarding re-employment. This process must be completed within three calendar days from the date of receipt.
3. The recalled employee must return to the designated position within the Tyngsborough Public School System no later than ten working days from the date of acceptance.

Section 4B. In the event the Tyngsborough School Department finds it necessary to reduce the custodial work force during the life of this agreement, said terms and conditions as found in section four will prevail. In the case of employee dismissal, due to a reduction in the work force, the School Department will notify those employees in writing of such action. A reasonable layoff notice will be given to those individuals prior to this action.

Section 5. In the event an employee wishes to exchange his/her current replacement with another school department employed custodian, both individuals will file a transfer request form and submit it to the Superintendent of Schools. Transfers will be made upon the approval of the Superintendent of Schools or his/her designee. The current employee will forward the appropriate documentation to the Superintendent of Schools through the Supervisor of Buildings & Grounds on the appropriate form.

Section 6. In the event that the Supervisor of Buildings & Grounds determines that the needs of the school system can best be serviced by the transfer of an employee to another similar position within the system. The following procedures will be followed:

1. Reasonable notice will be provided.
2. Employees can appeal the decision of the Supervisor of Buildings & Grounds within three (3) days to the Superintendent of Schools.
3. Transferred employees will be granted a 30 work day training period.
4. Employee will not lose rate or seniority as a result of said transfer.

Section 7. If an evaluation indicates that an employee is failing to meet job requirements, the Supervisor of Buildings & Grounds will discuss the areas of concern with the employee, develop an improvement plan to assist the employee in meeting job requirements, and closely monitor the employee's progress in meeting the improvement plan. If a subsequent evaluation indicates continued failure to meet job requirements, the employee shall be terminated. Such termination shall be subject to Article VI of this agreement.

ARTICLE X

TEMPORARY LEAVES

Section 1. Sick Leave

- (a) All permanent personnel working 52 weeks per year shall accumulate sick leave with credits at the rate of $(1 \frac{1}{4})$ days for each month of employment accumulative to 215 days. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits.
- (b) All permanent personnel working 42 weeks or less per year shall accumulate $(1 \frac{1}{4})$ days for each month of employment accumulative to 175 days.
- (c) The Committee at its discretion may require certification by a physician from employees absent for more than four (4) consecutive days before an employee may be eligible to qualify for sick leave.
- (d) When an employee finds it necessary to be absent because of sickness he/she shall report that fact to the Supervisor of Buildings & Grounds as soon as possible. Such leave will not be granted unless such report is timely made.
- (e) Upon retirement or death of employee, sick day buy back at the rate of 25% of the employees per diem rate times the accumulated sick days not to exceed 150 days.

Section 2. The Committee will provide the Union during October of each year with a memorandum listing the number of accumulated sick days that each employee had as of the September 1 of that year.

Section 3. Bereavement Leave

A maximum of five (5) days per year will be granted each employee for death in the immediate family. These days, if used, shall not be deducted from sick leave. The definition of the immediate family includes father, mother, wife, husband, children, brothers, sisters, grandparents, mother and father-in-law, sister and brother-in-law. If, in the opinion of the Supervisor of Buildings & Grounds, a relationship exists similar to that of the family relationship, this leave may be granted. These days are not accumulative from year to year.

Section 4. Personal and Emergency Leave

Personal leave shall be available to all employees covered by this Agreement in situations which require absence during employment and/or school hours for the purposes of transacting or attending to personal or legal business, or family matters. Personal leave will be granted for not more than three (3) days per year. Leave under this article shall be with at least forty-eight (48) hours advance notice to the Supervisor of Buildings & Grounds. The notification time required may be waived by the Supervisor of Buildings and Grounds in unusual or emergency circumstances. Use of personal leave shall only be granted with the approval of the Supervisor of Buildings & Grounds but approval shall only be withheld in such instances that in the judgment of the Supervisor will severely hamper the school in its ability to fulfill its educating function. Personal leave will not be deducted from sick leave. Personal leave will not be granted the day before or the day after a paid holiday or vacation period. Employees who do not utilize personal leave during the contract year, shall be allowed a compensatory benefit of \$75.00 for each day not used, up to seven (7) days or \$525.00 with no accumulation of days.

Section 5. In the event of a documented family illness/emergency, the employee may use accrued sick, vacation and personal time provided that documentation is updated every 5 days for said family illness/emergency up to a maximum of 15 days per year.

ARTICLE XI

JURY DUTY

All permanent employees called for jury duty will be compensated in accordance with the laws of the County and the Commonwealth of Massachusetts.

ARTICLE XII

WORK WEEK

Section 1. The regular work week shall usually consist of five (5), eight (8) hour days. Each employee shall be scheduled to work a regular starting and quitting time.

Section 2. It is recognized that all shift schedules may be altered by the Superintendent of Schools to serve the best interests of the School Department with thirty (30) day notice given prior to the change.

Section 3. On days when school is not in session, the Employer may require second shift employees to work the first shift. Also, if the first shift employee is absent from work, the Employer may request a second shift employee to work the first shift. Employee is under no obligation to honor request for shift change. In cases of

emergencies, the Superintendent will seek volunteers and if necessary may reassign employee shifts.

Section 4. All employees shall receive a thirty (30) minute paid lunch period scheduled near the middle of his/her shift schedule, whenever possible. Employees shall notify the Supervisor of Building and Grounds prior to leaving the school building during this period.

ARTICLE XIII VACATIONS

Section 1.

The vacation year shall be the period from July 1 to June 30 inclusive. Each employee shall be credited full-time/equivalent as of June 30 with Vacation Credits as follows:

After 1 year of service:	2 weeks
After 5 years of service:	3 weeks
After 10 years of service:	4 weeks
After 20 years of service:	5 weeks

Two weeks may be taken consecutively, and the third and fourth weeks must be arranged with the approval of the Superintendent of Schools or his designee with not four weeks to be taken consecutively.

Section 2. Employees hired prior to January 1, 1997 will have vacations determined by actual date of hire.

Section 3. All vacations shall be granted by the Superintendent at such times, as in its opinion, will cause the least interference with the performance of the regular work of the Tyngsborough Public Schools, but taking into account, as far as possible, the preference, according to seniority, of the individual employee within the school in which he is employed. Vacations must be taken in the fiscal year in which they are due and shall not accumulate from year to year. The Superintendent at his/her sole discretion may allow any unused vacation days, up to 5, to be carried into the next fiscal year.

ARTICLE XIV

HOLIDAYS

Section 1. All regular full-time employees shall receive time off with pay on the following State legal holidays:

Thanksgiving Day	Patriot's Day
Day after Thanksgiving	Christmas Day
Independence Day	Day after/before Christmas
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veteran's Day	President's Day
Memorial Day	

If school is scheduled on an identified holiday, the employee will request a floating holiday.

Section 2. Holiday pay may be denied an employee who, without an excuse satisfactory to the committee, doesn't work his/her scheduled shift on his/her scheduled shift on his/her regularly scheduled working days immediately before, and immediately after, the holiday. A bona fide sickness shall be considered to be a satisfactory excuse.

Section 3. Should any of the holidays fall on a Saturday and the schools are scheduled to be closed the immediately preceding Friday, that holiday shall be celebrated on that Friday. When the schools are scheduled to be open on the Friday immediately preceding the Saturday holiday, the employee will receive a floating holiday. Holidays falling on a Sunday will be celebrated on the next Monday. Should any of the holidays fall during a period when an employee is on vacation, the next scheduled working day following the completion of the vacation shall be considered to be the holiday.

ARTICLE XV

PROBATIONARY EMPLOYEES

Each new employee will be on probation for his/her first ninety (90) days of employment, after which he/she will be placed as a regular employee, or dismissed if the dismissal is in the best interest of the Tyngsborough Public Schools. A minimum of thirty (30) days during the probationary period must be while school is in session. After an employee becomes a regular employee, all conditions of vacations, sick leave, pay and seniority will be retroactive and prorated to the first day of employment.

ARTICLE XVI

OVERTIME

Section 1. The normal work week shall be forty (40) hours. Employees will be paid overtime at time and one-half their regular work rate for any time worked in excess of forty (40) hours per week. Employees working on Thanksgiving Day will be paid at double-time for hours worked.

Section 2. It is recognized that the assignment of overtime work is the function of the Employer in keeping with its responsibility for meeting its obligations to the citizens of the community. Subject to the requirements of the Tyngsborough Public Schools, the Employer reserves the right to assign employees to such work on an equitable basis. In the event of an absent employee, the Employer will offer overtime work to any employee currently at work on his/her shift in the building in question before calling in a substitute (i.e., someone not in the regular, full-time employment of the School Department) or transferring an employee from another school. The Employer need not offer such overtime in the event of an extended absence of more than two (2) days.

Otherwise, when it is necessary to assign overtime, personnel shall be assigned in the following sequence: first, those who are normally assigned to that building; and secondly, personnel assigned to other schools.

Section 3. An employee called back to work after having completed his/her assigned work, who has left his/her place of employment, and before his/her next regularly scheduled starting time shall not receive less than two hours' pay at time and one-half of his/her regular hourly rate of pay. Employees may be called back only by the Supervisor of Buildings & Grounds, Superintendent or designated representative.

Section 4. The School Committee, may, at its sole discretion, schedule a custodian to perform a facility check at any time during the year. If a custodian is scheduled to cover an event at a school, the facility check shall be performed during the time he/she is on duty for that event. Custodians scheduled for a separate facility check shall be paid one hour if one facility is checked and two hours if two or more facilities are checked. Pay will be at time and one-half. Custodians will be assigned to facility checks for their schools on a voluntary, rotating basis.

Section 5. Compensated time off may be offered in lieu of overtime worked and must be approved in advance by the Supervisor of Buildings & Grounds and at employees option.

The Employer shall keep records of the overtime worked. In case of a grievance involving such record, they shall be subject to examination by the Union representative or the shop steward in the presence of the Superintendent of Schools or his/her designee.

ARTICLE XVII

WORKMEN'S COMPENSATION

Section 1. Any employee, when disabled by an accident or injury arising out of his or her employment, is entitled to file for benefits under the Workmen's Compensation Act. Any injury must be immediately reported in writing as soon as practicable to the office of the Superintendent of Schools. The report of injury shall be completed in triplicate and one copy forwarded to the Workmen's compensation insurer under the guidelines of the law and one copy retained in the employee's personnel file.

Section 2. In the event that an employee is incapacitated as the result of a documented injury or sickness, confirmed by a licensed physician selected by the School Committee, arising out of, or in connection with, his/her service to the Town, for which Workmen's Compensation is payable, upon his/her request he/she shall be granted the difference between Workmen's Compensation payments and his/her regular straight time rate of pay, provided he/she has sick leave available.

ARTICLE XVIII

PROFESSIONAL IMPROVEMENT

Employees taking job related courses or workshops to improve their effectiveness, and with the prior approval of the Superintendent, will be reimbursed at the same rate as Unit D membership.

ARTICLE XIX

WAGES

The basic wage schedules for employees covered by this contract are set forth in Appendix A. The wage schedule set forth in this Appendix is effective as of July 1, 2007.

Longevity:	5- 9 years	\$ 500.00
	10-14 years	\$1,000.00
	15 years	\$2,000.00

Effective July 1, 2003, the (3) Head Custodian positions will receive a \$1000.00 annual stipend for each position. The stipend shall be paid by December 1st of each fiscal year. One (1) position shall be created at the High School and one (1) shall be created at the Tyngsborough Middle School and one at the Tyngsborough Elementary School. An employee from within the respective school shall be assigned at the start of each fiscal year, at the discretion of the Superintendent or his/her designee.

One July 1, 2005 these stipends (3) total will increase by \$500 or \$1,500 each. Effective June 29, 2006, a .50/hr. (fifty cents) shift differential will be added for employees regularly scheduled to work the second shift of the day.

ACCELERATED WAGE PROGRAM

The Tyngsborough School Committee acknowledges the Union's desire to move towards a common hourly wage per job classification. To that end, the School Committee will offer an additional \$5,000 per year of this contract period (\$15,000 Total) to be used to accelerate the hourly wages of members below an established target wage. The target wage is design solely to be a tool to equitably distribute this additional funding and is not an indication of any future wage proposals.

Target Wage Rates – Custodians (2007-2008)	\$16.00
(2008-2009)	\$16.25
(2008-2010)	\$16.50

Target Wage Rates - Maintenance (2007-2008)	\$19.00
(2008-2009)	\$19.50
(2008-2010)	\$20.00

The accelerated wage program will be recalculated each year based upon the current population. Employees over the target wage will not participate in the program. Employees hired after July 1, 2007 will not be eligible to participate until July 1st after their second full year of employment.

ARTICLE XX

SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement, or any riders thereto, should be held invalid by operation of law, or by any other tribunal of competent jurisdiction, or if the compliance with, or enforcement of, any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with, or enforcement of, has been restrained shall not be affected thereby.

ARTICLE XXI

AGREEMENT AMENDMENT

Section 1. This Contract shall be effective as of July 1, 2007.

Section 2. This Contract shall remain in full force and effect until June 30, 2010 and from year to year thereafter unless either party notifies the other party, prior to February 2010, or any February 1 thereafter, of its desire to terminate or modify this Contract. Such notification shall be sent Registered United States mail to the responsible signatories of this Contract.

In witness thereof, the employer has caused this instrument to be duly executed by its authorized designees and the union acting in behalf of the employees, has caused this instrument to be signed by its proper officers, hereunto duly authorized the day and year first written above.

TYNGSBOROUGH SCHOOL COMMITTEE

LOCAL #1703, STATE COUNCIL
93, AMERICAN FEDERATION
STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-
CIO

William Downing Chairman

George W. Richardson

4/14/08

DATE

APPENDIX A

Custodial Starting Salary as of July 1, 2007 - \$10.00

Custodial Six (6) Month Salary as of July 1, 2007 - \$1.00 per hour increase

Maintenance Starting Salary as of July 1, 2007 - \$11.25

Maintenance Six (6) Month Salary as of July 1, 2007 - \$2.00 per hour increase

A Custodian Promoted to Maintenance shall receive a \$2.00 per hour increase

4.570

		FY2008 07/01/07	FY2009 07/01/08	FY2010 07/01/09
Bewig, E		\$16.59	\$17.33	\$18.09
Brick, L		\$12.54	\$13.31	\$14.08
Comtois, G	(M)	\$16.11	\$16.98	\$17.86
Cummings, D		\$11.20	\$12.00	\$12.80
Dean, W		\$12.79	\$13.55	\$14.31
Ethier, A		\$12.54	\$13.31	\$14.08
Finch, J	(M)	\$19.05	\$19.87	\$20.72
Geoffroy, J		\$15.84	\$16.55	\$17.28
Guthrie, J	(M)	\$15.02	\$15.91	\$16.82
Guthrie, R		\$11.47	\$12.26	\$13.06
Hansbury, T		\$11.20	\$12.00	\$12.80
Hogue, G		\$11.20	\$12.00	\$12.80
Joyce, M		\$16.59	\$17.33	\$18.09
McLuin, T			\$11.54	\$12.36
Morrissey, J		\$17.25	\$18.01	\$18.80
Murphy, G		\$12.54	\$13.31	\$14.08

		FY2008 07/01/07	FY2009 07/01/08	FY2010 07/01/09
Norton, J		\$13.32	\$14.07	\$14.82
Pelletier, B		\$15.15	\$15.86	\$16.57
Porter, K	(M)	\$19.05	\$19.87	\$20.72
Richardson, G	(M)	\$20.17	\$21.03	\$21.92
Smith, B		\$11.20	\$12.00	\$12.80
Trearchis, M		\$15.84	\$16.55	\$17.28

(M) Denotes Maintenance Employees

Rates scheduled in FY2009 & FY2010 are subject to change based upon employees participating in the Accelerated Wage Program. Any wage changes will be presented in an Addendum at the start of the Fiscal Year.

T. McLuin - Hire Date 8/13/2007

APPENDIX B

DISCIPLINE/CAUSE

In connection with this Article of the contract, just cause speaks to certain procedural safeguard protections which should be accorded to a grievant. By way of example and not by way of limitation, these may include an inquiry concerning:

- (1) whether a reasonable rule or order existed;
- (2) whether employees had clear and unambiguous notice of the rule or order;
- (3) whether the employer conducted a timely and thorough investigation;
- (4) whether the employer's investigation was fair;
- (5) whether there exists proof that the rule or order was breached;
- (6) whether the employer has consistently applied the rule or order and provided equal treatment to employees;
- (7) whether the penalty is reasonably related to the offense(s);
- (8) the best interests of pupils in the district; and
- (9) the need for elevation of performance standards.

APPENDIX C
Letter of Agreement

ARTICLE I An agenda will be submitted one week prior to said meeting in writing by either party. Any matter agreed upon by said Committee will be agreed in writing and voted upon by their respective principles. The Committee will consist of at least three Council #93 members.

ARTICLE II The School Committee strongly believes that the school facilities and grounds should be open and welcome facilities for afterschool and community use. In acknowledgement of the challenges inherited in keeping buildings clean, well maintained, while monitoring and assisting non-school hours related use of the facility. The School Committee is most willing to meet with representative of Council #93 to draft and re-draft policies that address the needs of both the Committee and Council #93 on this and other pertinent issues.

ON JULY 1 FOLLOWING THE SIX MONTH DATE OF HIRE:

New employee with 9 months or more receive the same increase as like members on the list. New employees with 6-9 month received 75% of like members on the list. New employee with 3-6 months receives 50% of like members on the list. New employees with less than 3 months receive 25% of like members on the list.


Memorandum of Understanding

This Memorandum of Understanding between the Tyngsborough School Committee and Council #93 (Custodians) adjusts the participation date for one (1) employee with regards to the Accelerated Wage Program.

The Committee understands, and has no objection to, the desire of the membership of Council #93 to include Thomas McLuin (Council #93 member) in the Accelerated Wage Program in the third year of the 2008-2010 contract. This inclusion is made one (1) earlier than this employee's eligibility date.

It is further understood that all future hires will not be eligible in the Accelerated Wage Program except as noted in the contract language.


For the School Committee


For Council #93

Date: 4/15/08

Date: 4/14/08